

**Must Be Postmarked
No Later Than
Date XX, 2012**

In re Polyurethane Foam Antitrust Litigation
c/o GCG
P.O. Box xxxxx
Dublin, OH xxxxx-xxxx
Toll-Free: 1 (8xx) xxx-xxxx
www.xxxxxxx.com

Official Use Only

VITAFOAM SETTLEMENT CLAIM FORM

The proposed Vitafoam Settlement Class consists of all persons or entities that purchased Flexible Polyurethane Foam in the United States directly from a Defendant or Co-Conspirator from January 1, 1999 to August 2010. If you may qualify as a member of the Vitafoam Settlement Class ("Claimant"), you must submit a timely and valid Vitafoam Settlement Claim Form ("Claim Form") by first-class mail postmarked by **[Date XX, 2012]** for you to receive any payment as a result of the Settlement of the claims asserted in the lawsuit *In re Polyurethane Foam Antitrust Litigation*.

The completed Claim Form and any information submitted with it are confidential and will be used only for purposes of administering the Settlement. Your pro rata share will be based on the dollar amount of your direct purchases of Flexible Polyurethane Foam in the United States as described in the Plan of Allocation.

INSTRUCTIONS

If you would like to submit a Claim Form, complete the appropriate sections below and mail this Claim Form to the above address postmarked no later than **[Date XX, 2012]**.

Option 1: To receive a Settlement benefit for purchase amounts already identified **from Defendants' records**, please complete Category A, complete the Substitute IRS Form W-9, and sign the Certification at the end of the Claim Form.

Option 2: Only if you believe your purchase amount is **different than that identified from Defendants' records**, please complete Category B, attach documentation to support your assertion, complete the Substitute IRS Form W-9, and sign the Certification at the end of the Claim Form.

CATEGORY A CLAIM INFO:

According to Defendants' records, you directly purchased \$_____ of Flexible Polyurethane Foam from January 1, 1999 to August 2010 from at least one of the Defendants or Co-Conspirators.

If you believe the amount you purchased from the Defendants or Co-Conspirators matches the above amount, please check the box below, complete the Substitute IRS Form W-9, and sign the Certification at the end of the Claim Form.

☐ **I agree with the amount listed above as the amount of Flexible Polyurethane Foam purchased from the Defendants or Co-Conspirators from January 1, 1999 to August 2010.**

CATEGORY B CLAIM INFO:

If you believe the amount you purchased from the Defendants or Co-Conspirators is different from the above amount, please fill out this section, **provide validation of this different amount**, complete the Substitute IRS Form W-9, and sign the Sworn Statement at the end of the Claim Form.

☐ I disagree with the amount listed above as the amount of Flexible Polyurethane Foam purchased from the Defendants or Co-Conspirators from January 1, 1999 to August 2010 and instead assert I directly purchased \$_____ during the Class Period.

☐ Proof of purchase amount attached.

PLEASE NOTE: Purchases made from entities *other than* the Defendants or Co-Conspirators listed in the Notice do *not* count toward the relevant purchase amount.

SUBSTITUTE IRS FORM W-9

Enter the Claimant's federal taxpayer identification number:

____ - ____ - ____ OR ____ - ____ - ____

Social Security Number

Employer Identification Number

Print Claimant name:

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this form is the taxpayer identification number of named Claimant, **and**
2. Claimant is not subject to backup withholding because: (a) Claimant is exempt from backup withholding, or (b) Claimant has not been notified by the Internal Revenue Service (IRS) that Claimant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Claimant that Claimant is no longer subject to backup withholding.

Signature

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

SUBMISSION TO JURISDICTION OF THE DISTRICT COURT

This Claim Form is submitted on behalf of the Claimant under the terms of the Vitafoam Settlement Agreement in the Action described in the Notice. You hereby affirm that you qualify as a member of the proposed Vitafoam Settlement Class or the transferee or assignee of, or the successor to, the claims of a Vitafoam Settlement Class Member. You hereby submit to the jurisdiction of the United States District Court for the Northern District of Ohio with respect to its claim to participate in the Vitafoam Settlement Class and for the purposes of enforcing the release set forth herein. You further acknowledge that you are bound by and subject to the terms of any orders or judgments that may be entered by the Court in the Action with respect to the settlement of the claims of the Class against the Vitafoam Defendants, as described in the accompanying Notice. You agree to furnish additional information to the Settlement Claims Administrator to support this claim if required to do so.

RELEASE

If the Vitafoam Settlement is approved by the Court in accordance with its terms, you ("Claimant") will release the Released Claims described below that you may have against the Vitafoam Defendants. If you do not submit a Vitafoam Settlement Claim Form, but do not elect to exclude yourself from the Vitafoam Settlement Class, you will nonetheless be releasing the Released Claims.

Upon final approval of the Vitafoam Settlement, each Class Member or Releasing Party¹ that has not validly excluded itself from the Settlement Class shall release and forever discharge the Vitafoam Defendants from any and all causes of action, equitable or legal claims, damages, losses, penalties, liabilities, and remedies of any kind whatsoever, including costs and attorney's fees, in law or equity, known or unknown, asserted or unasserted, arising out of or related to *In re Polyurethane Foam Antitrust Litigation*, 10-md-2196 (JZ), including, without limitation, the allegations in the Complaint, from the beginning of time to final approval ("Released Claims"). The Releasing Parties further agree that they will not file any other suit against the Vitafoam Defendants arising out of or relating to the Released Claims. The Vitafoam Defendants further agree that they will not file any suit against Direct Purchaser Plaintiffs arising out of or relating to the Released Claims.

¹ "Class Member" and "Releasing Party" are defined terms in the Vitafoam Settlement Agreement. The former refers to any person or entity that is a member of the Settlement Class. The latter individually and collectively refers to Direct Purchaser Plaintiffs and all Class Members, on behalf of themselves and any person or entity claiming by or through them as an heir, administrator, devisee, predecessor, successor, parent, subsidiary, representative of any kind, shareholder, partner, director, owner of any kind, affiliate, assignee, agent, employee, contractor, attorney, or insurer.

CERTIFICATION

I hereby certify under penalty of perjury that:

1. The information provided in this Vitafoam Settlement Claim Form is accurate and complete to the best of my knowledge, information and belief;
2. I am authorized to submit this Vitafoam Settlement Claim Form on behalf of the Claimant;
3. If I am making a Category B Claim, I have documentation to support my claim and agree to provide additional information to the Claims Administrator to support my claim if necessary;
4. I am either (a) a member of the proposed Vitafoam Settlement Class and did not request to be excluded from the Vitafoam Settlement Class or (b) the assignee or transferee of, or the successor to, the claim of a member of the proposed Vitafoam Settlement Class and did not request to be excluded from the Vitafoam Settlement Class;
5. I am neither a Defendant, nor a parent, employee, subsidiary, affiliate or co-conspirator of a Defendant;
6. I am not a government entity;
7. I am not a member of the Court or staff to whom this case is assigned or a member of the Court's or staff's immediate family;
8. I have not assigned or transferred (or purported to assign or transfer) or submitted any other claim for the same purchases of Flexible Polyurethane Foam and have not authorized any person or entity to do so on my behalf; and
9. I have read and, by signing below, agree to all of the terms and conditions set forth in this Vitafoam Settlement Claim Form.

Signature

Date

Printed Name

Title (e.g., President)

Street Address

City

State

Zip Code

Telephone Number

/ _____
Email address

You must return this form by U.S. Mail **postmarked no later than [Date XX, 2012]**, to the following address in order to be considered for a distribution:

In re Polyurethane Foam Antitrust Litigation
c/o GCG
P.O. Box xxxxx
Dublin, OH xxxxx-xxxx

If you have questions you may contact the Claims Administrator at 1 (8xx) xxx-xxxx. Additional information and copies of Court documents are available on the Settlement website, www.xxxxxxx.com.

PLEASE DO NOT CONTACT THE COURT